CARRIERS—INJURY TO PASSENGER—LEAVING MOVING TRAIN—CONTRIBUTORY NEGLIGENCE.—C. B. & Q. RY. CO. v. WINFREY, 93 N. W. 526 (NEB.).—While plaintiff was leaving the car, and before she reached the door, the train began to move. She continued the act of alighting and was injured. *Held,* that such action did not necessarily bar a recovery, but the question of contributory negligence was properly submitted to the jury.

While this opinion is supported by the previous decisions of the same court, the weight of authority seems to be that a passenger who attempts to step from a car in motion cannot recover, even though he had reached his destination and the train had not stopped for a reasonable length of time to allow him to alight. *Jewell v. Ry. Co.,* 54 Wis. 610; *Burrows v. Erie Ry. Co.,* 63 N. Y. 556; *Hoehn v. Ry. Co.,* 152 Ill. 223. The right of recovery is denied more strictly in case of steam railways than of street railroads. 12 *Yale Law Journal* 177. Generally where recovery has been allowed, it was difficult for the passenger to know whether the train were moving; *Cousins v. Ry. Co.,* 96 Mich. 386; or where it was dark. *Brooks v. B. & M. Ry. Co.,* 135 Mass. 21.

CONSTITUTIONAL LAW—DUE PROCESS—RESTRICTION ON HEIGHT OF BUILDING—COMPENSATION.—WILLIAMS V. PARKER, ATT'Y-GEN., 23 SUP. CT. REP. 440.—A writ of error to review judgment of Supreme Judicial Court of Massachusetts, which affirmed the constitutionality of a statute, enacting that all buildings thereafter erected on Copley Square, in the city of Boston, should not exceed 90 feet in height. The owners of property taken under this statute were further protected by a clause making the city of Boston liable in damages. Defendants contended that this clause violated Art. 1, clause 2, 14th Amendment to U. S. Constitution. *Held,* that as the liability of the municipality was such as could be imposed by the State, the enforcement of statute was not a taking of property without due process of law.

By the above decision, the Copley Square case, which has attracted considerable attention in the past few years, has reached its final adjudication. The right of the legislature to secure the permanent beauty of public parks and squares by the exercise of eminent domain—the basis of the prior Massachusetts decisions in the case—was not commented upon by the Supreme Court and the case may be taken as a well considered precedent in future actions. *Att'y-Gen. v. Williams,* 174 Mass. 476; *Williams v. Parker,* 178 Mass. 330. The court in accordance with its expressed rule did not examine into the constitutionality of the statute as governed by the constitution of Massachusetts. *Rasmussen v. Idaho,* 181 U. S. 198. While the city, not being a party to the suit, might not be technically estopped from denying its liability, the court was of opinion that the legislature had authority to cast the duty of compensation, as a public burden, upon it.

INJUNCTION—RIGHT TO RELIEF—UNLAWFUL INTERFERENCE WITH PERFORMANCE OF CONTRACT.—CHESAPEAKE & O. COAL AGENCY CO. V. FIRE CREEK COAL AND COKE CO. ET AL., 119 FED. 942.—The bill of plaintiff corporation alleged that it had contracts with defendant coal companies to take the product of their mines and sell the same; that by the terms of such contracts defendants were not liable for damages for failure to furnish coal, where such failure was caused by strikes; that defendant companies were prevented

from furnishing coal, by the wrongful acts of individual defendants, who were conducting a strike, and by intimidation and threats prevented others from working in the mines. *Held,* that plaintiff's contract rights entitle it to maintain the suit in its own right, and that it has stated a cause of action for an injunction against the individual defendants to prevent their further interference with the performance of the contracts by the coal companies.

It is well settled that an injunction will issue to prevent persons from attempting by intimidation or other unlawful means to force employees into a strike. *Mining Co. v. Miners' Union,* 51 Fed. 260; *Shoe Co. v. Saxey,* 131 Mo. 212; *Reynolds v. Everett,* 144 N. Y. 189; *China Co. v. Brown,* 164 Pa. 449. It has been decided in England that an action will lie by one party to a contract against a third party, who induces the other party to the contract to break it. *Lumley v. Gye,* 2 El. & Bl. 216; *Bowen v. Hall,* 6 Q. B. D. 346; but in the absence of contract there is no right to relief. *Allen v. Flood,* 1898 A. C. 1. The tendency in this country, however, is to give a remedy even in the absence of a contract. *Walker v. Cronin,* 107 Mass. 555; *Rice v. Manley,* 66 N. Y. 82. In this case the court extends the above doctrine, on the ground that there is no distinction between wrongfully and maliciously inducing one to break a contract and unlawfully and maliciously rendering a contract impossible of performance. Whether this decision will be sustained in the higher court may be doubtful.

INSURANCE—BENEFIT—AMENDMENT OF RULES—REASONABLENESS—NOTICE TO MEMBERS.—TEBO V. ROYAL ARCANUM, 93 N. W. 513 (MINN.).—The insured agreed by his application to be bound by the rules then existing and those thereafter enacted. Later he took employment as a freight brakeman, an occupation which was afterwards prohibited by an amendment declaring a forfeiture in case a member should engage in that occupation. He received no notice of the new by-law, and a year later was killed. *Held,* that the amendment was unreasonable and void as to the insured.

This imposes an important restriction on the right of benefit associations to amend provisions in the contracts with their members. Provisions for forfeiture clearly and unequivocally expressed and made a part of the contract should be as binding as any other provision, and, if lawful, cannot be avoided because harsh or burdensome. *Yoe v. Benefit Ass'n,* 63 Md. 86; 3 *Am. & Eng. Enc. Law* 1088. A subsequent legal amendment is binding upon the insured where he has bound himself irrevocably by the stipulations in his application. *Knights of Pythias v. Lea Malta,* 95 Tenn. 157; *Hobbs v. Benefit Ass'n,* 82 Iowa 107. Where the right to amend is expressly reserved, the member is bound to take notice of the effect of that reserved power. *Knights of Pythias v. Knight,* 117 Ind. 489. The rules should be even more rigidly applied than in ordinary life policies. *Madeira v. Benefit Society,* 16 Fed. 749.

MASTER AND SERVANT—FELLOW SERVANT RULE—ABROGATION BY CANADIAN STATUTE—RECOGNITION OF STATUTE.—RICK V. SAGINAW BAY TOWING CO., 93 N. W. 632 (MICH.).—A Canadian statute makes the employer liable for injuries caused by the negligence of a fellow servant who is exercising any superintendence over the one injured. In an action for such an injury occurring in Canada, *held,* that the statute will be recognized, though conferring a right on plaintiff not recognized by Michigan law.